

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

State: UTAH

COOPERATIVE ARRANGEMENTS WITH STATE HEALTH AND  
STATE VOCATIONAL REHABILITATION AGENCIES AND WITH TITLE V GRANTEES

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Cooperative Agreements Attached.

State Health and Title V Agreement -- Attachment #1.

State Vocational Rehabilitation Agreement -- Attachment #2.

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T.N. # 74-05

Approval Date 12-3-73

Supersedes T.N. #           

Effective Date

UTAH STATE BOARD OF EDUCATION  
1400 UNIVERSITY CLUB BUILDING, 136 EAST SOUTH TEMPLE STREET  
SALT LAKE CITY, UTAH 84111

WALTER D. TALBOT, STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

January 25, 1974

Mr. Frank A. Dix, Director  
Office of Medical Services  
Department of Social Services  
231 East 4th South  
Salt Lake City, Utah 84111

Dear Mr. Dix:

Attached is a copy of the signed Memorandum of Agreement between our two agencies, as required in regulations covering our two agencies.

We appreciate working with you and want to make the most of the Medicaid services in serving clients for whom we have mutual responsibility.

Very truly yours,

/s/

HARVEY C. HIRSCHI, Administrator  
Division of Rehabilitation Services  
HCH:ac  
Enclosure  
cc: Phillip R. Clinger, Coordinator

T.N. # 74-05

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## MEMORANDUM OF AGREEMENT

UTAH DEPARTMENT OF HEALTH  
Division of Health Care Financing  
and  
Division of Family Health Services

1. NAME OF AGREEMENT: INTERAGENCY COORDINATION - TITLE V/TITLE XIX

2. AGREEING PARTIES:

This agreement is between the Utah Department of Health, Division of Family Health Services (DFHS) as the designated Title V (Maternal and Child Health) agency and the Utah Department of Health, Division of Health Care Financing (DHCF) as the designated Title XIX (Medicaid) agency.

3. PURPOSE OF AGREEMENT:

The purpose of this agreement is to formalize and strengthen the relationship between DFHS and DHCF in areas of mutual interest and concern, avoid duplication of effort, improve access to Title XIX (Medicaid) and Title V (Maternal and Child Health (MCH) to eligible Medicaid clients; to enhance the quality of Medicaid and MCH services; to enhance program coordination and information exchange to the extent possible; and enhance Medicaid funding for MCH services.

4. CONTRACT PERIOD:

This agreement is effective July 1, 1993 and will terminate on June 30, 1995, unless extended or terminated in accordance with the terms of this agreement.

5. ATTACHMENTS:

Attachment A: Coordination Forum Designees

6. SPECIAL PROVISIONS:

A. DHCF agrees to:

1. Coordinate and collaborate with DFHS in planning and implementing Medicaid services related to maternal and child health services.
2. Collaborate with DFHS in developing, implementing, and evaluating the Medicaid services that relate to maternal and child health, including but not limited to:
  - Early Periodic Screening, Diagnosis and Treatment (EPSDT, a.k.a. CHEC)
  - Prenatal Services
  - Early Interventions (diagnostic/rehabilitation services)
  - Immunizations
  - Children at Risk Programs
  - Dental Services
  - Targeted Case Management
  - Children with Special Health Needs
3. Provide the CHEC Program Plan which includes sections on needs assessment and outreach, and participation data for use in the MCH Block Grant application and annual report.
4. Assign the Director of the Bureau of Coverage and Reimbursement Policy, or designee, to be the division liaison to DFHS, and to represent DHCF on the MCH Advisory Committee.

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5. Coordinate CHEC outreach activities with Success for Students and Families at Risk and related programs, including developing and monitoring joint contracts with local health departments for CHEC outreach. Collaborative efforts will include joint contract development and monitoring.
6. Coordinate outreach efforts related to the ABaby Your Baby® program, including the AWell-Child Hotline,® media efforts, and making referrals to DFHS.
7. Upon request, provide to DFHS non-confidential and readily available enrollment, utilization and quality assurance data or similar information to assist DFHS in accomplishing its mission. If the data is not readily available, DFHS agrees to pay DHCF for the cost associated with the request.
8. Annually, disseminate information through Medicaid Information Bulletins, Clientele, or other such publications informing Medicaid recipients and providers of the procedures to bring policy issues to the attention of the Medical Care Advisory Committee or the Maternal and Child Health Committee.
9. Reimburse DFHS, in accordance with the 42 Code of Federal Regulation (CFR) 431.615 paragraph (c) 4, for the cost of services furnished Medicaid recipients by DFHS and Title V grantees.
10. Collaborate in efforts to improve the immunization rates for all children.
11. Collaborate with DFHS to improve access and the quality of services for Medicaid recipients who are also served by MCH, with particular focus on:
  - a. Children with special health care needs in managed care settings;
  - b. Standards of care for children with special health care needs, such as cleft palate;
  - c. Care coordination for children with special health care needs.

B. DFHS agrees to:

1. Assign the Assistant Director, Planning and Primary Care with the responsibility to ensure the coordination of services, outreach and education provided by Title V (MCH) programs, including, but not limited to: Children's Special Health Services, Well Child Conference, School Health, Dental Health, Reproductive Health, and Women, Infants and Children (WIC), with services and outreach provided by Medicaid.
2. Encourage MCH Title V funded and other DFHS sponsored programs to screen families for possible eligibility for Medicaid benefits; inform potential eligibles of services available through the Medicaid program; and refer families to the appropriate DHCF/Department of Human Services eligibility office.
3. Provide pediatric health care consultation and technical input for CHEC, Children with Special Health Care Needs, and Reproductive Health Program. These functions include, but are not limited to:
  - a. Recommending components of physical examination and screening assessment;
  - b. Recommending standards of services;
  - c. Recommending scope of services;
  - d. Recommending periodicity schedule for screening services;
  - e. Recommending data to be collected from screening exams as to the health status of the child and services provided;
  - f. Recommending design changes of forms used by clinicians who report the findings of CHEC screening services;
  - g. Recommending standards for expanded services provided through the CHEC program.

T.N. # 94-13

Approval Date 6-14-94

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4. Provide dental advice and serve as liaison with the dental provider community to:
  - a. Recommend criteria and definitions to be used in determining medical necessity and appropriateness;
  - b. Recommend criteria and definitions of quality of dental care;
  - c. Interpret scope of Medicaid benefits, criteria, and basis of dental determinations for the dental provider community;
  - d. Explain the direction of the Medicaid dental program.
5. Designate DFHS staff to coordinate DFHS's Success for Students at Risk, the Well Child Conference program, and other related programs with CHEC outreach, education, and case management activities with the DHCF CHEC Coordinator and the CHEC and At Risk® staff at the local community level.
6. Upon request, provide to DHCF non-confidential and readily available MCH data related to Medicaid clients, or other similar information to assist DHCF in accomplishing its mission. If the data is not readily available, DHCF agrees to pay DFHS for the cost associated with the request.

C. It is mutually agreed that:

1. Both DHCF and DFHS will conduct mutual collaboration and coordination through the use of forums which will address matters relating to each of the component areas of the MCH Block Grant Program. Each Division will designate two (2) specific individuals for each forum to coordinate activities relating to that component area (Attachment A). MCH component areas are:
  - a. Component A: Preventive and Primary Services for Pregnant Women, Mothers, and Infants up to age 1
  - b. Component B: Preventive and Primary Care Services for Children and Adolescents
  - c. Component C: Family-Centered, Community-Based, Coordinated Care and the Development of Community-Based Systems of Care for Children with Special Health Care Needs
2. All information regarding recipients of services provided directly or indirectly through DHCF or DFHS shall be treated as confidential. Publication of any information that would identify an individual recipient is prohibited except upon written consent of the recipient or the responsible parent or guardian.
3. No modifications or changes shall be made to this agreement unless in writing and signed by the directors of both DHCF and DFHS.
4. That both parties are governmental entities under the governmental Immunity Act and public entities under the Indemnification of Public Officers and Employees Act, and consistent with the terms of those acts, agree to hold each other harmless for their wrongful or negligent acts or those of their employees, officers, or agents.
5. This Agreement may be terminated by either party upon 90 days advance written notice.
6. Both parties will review this document annually and update as needed.

REFERENCE TO AGREEMENTS INCLUDED IN THIS CONTRACT BUT NOT ATTACHED.

A. AGREEMENTS:

1. Presumptive Eligibility
2. Dental Consultation
3. Early Intervention

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Effective Date 4-1-94

MEMORANDUM OF AGREEMENT  
UTAH DEPARTMENT OF HEALTH  
Division of Health Care Financing  
and  
Division of Family Health Services

SIGNATURES

DIVISION OF FAMILY HEALTH SERVICES

/s/  
\_\_\_\_\_  
Larry M. Johnson, M.P.A.  
Manager, Financial Services

4-11-94  
Date

/s/  
\_\_\_\_\_  
Scott D. Williams, M.D., M.P.H.  
Director

4/1-/94  
Date

DIVISION OF HEALTH CARE FINANCING

/s/  
\_\_\_\_\_  
Vernal D. Tribe  
Manager, Support Services

4-18-94  
Date

/s/  
\_\_\_\_\_  
Joan M. Gallegos, R.N., C.S.W.  
Director

4-19-94  
Date

UTAH DEPARTMENT OF HEALTH

/s/  
\_\_\_\_\_  
Shari A. Watkins, C.P.A.  
Director, Bureau of Finance

4-21-94  
Date

/s/  
\_\_\_\_\_  
Sheldon B. Elman, M.P.A.  
Director, Office of Administrative Services

4-21-94  
Date

T.N. # 94-13

Approval Date 6-14-94

Supersedes T.N. # 94-06

Effective Date 4-1-94

DIVISION OF FAMILY HEALTH SERVICES  
and  
DIVISION OF HEALTH CARE FINANCING  
COORDINATION FORUM

## Designees

Component A	-	Urla Jean Maxfield Bonnie Holmes Nan Streeter Jennifer Haake
Component B	-	Zohreh Speckman Julie Olson Pat Shifflett Susan Aldous
Component C	-	Zohreh Speckman Jeff Dean George Delavan Holly Balken
Dental issues not included under Components A, B, C	-	Rudy Schenk Karen Zinner

T.N. # 94-13Approval Date 6-14-94Supersedes T.N. # 94-06Effective Date 4-1-94

CONTRACT

1. **CONTRACT NAME:**  
The name of this Contract is VOCATIONAL REHABILITATION.
2. **CONTRACTING PARTIES:**  
This Contract is between the Utah Department of Health (DEPARTMENT), Division of Health Care Financing (DHCF), and the Utah State Office of Rehabilitation, hereinafter referred to as REHABILITATION or CONTRACTOR.
3. **CONTRACT PERIOD:**  
The time period of this Contract will begin July 1, 1993 and will terminate June 30, 1994, unless terminated or extended by agreement in accordance with the terms and conditions of this Contract.
4. **CONTRACT AMOUNT:**  
No funds are exchanged under the terms of this agreement.
5. **CONTRACT INQUIRIES:**  
Inquiries regarding this Contract shall be directed to the following individuals:  

DEPARTMENT	CONTRACTOR
Program: <u>Coverage &amp; Reimbursement Policy</u>	Contact Person: <u>Mike McDonald</u>
Contact Person: <u>Zohreh Speckman</u>	Business Address: <u>250 East 500 South</u>
Phone Number: <u>538-6499</u>	<u>Salt Lake City, UT 84111</u>
	Phone Number: <u>538-7530</u>
6. **REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**  
Attachment A: Utah Department of Health, Standard Terms and Conditions  
Attachment B: Special Provisions
7. **PROVISIONS INCORPORATED INTO THIS CONTRACT BY REFERENCE, BUT NOT ATTACHED HERETO:**  
A. All other governmental laws, rules, regulations, or actions applicable to services provided herein.
8. If the Contractor is not a local public procurement unit as defined by the Utah Procurement Code (UCA ' 63-56-5(12)), this Contract must be signed by a representative of the State Division of Finance and the State Division of Purchasing to bind the State and the Department to this Contract.

IN WITNESS WHEREOF, the parties sign the Contract.

CONTRACTOR: UTAH STATE OFFICE OF  
REHABILITATION

UTAH DEPARTMENT OF HEALTH

By: \_\_\_\_\_/s/\_\_\_\_\_ 5 -20-93  
Signature of Authorized Individual Date

By: \_\_\_\_\_/s/\_\_\_\_\_ \_\_\_\_\_  
Sheldon B. Elman, M.P.A. Date  
Director, Office of Administrative Services

Typed Name: \_\_\_\_\_ Blaine Peterson  
Title: \_\_\_\_\_ Executive Director  
\_\_\_\_\_ 87-6000545

State Finance: \_\_\_\_\_ N/A \_\_\_\_\_

— Federal Tax Identification Number or  
Social Security Number

State Purchasing: \_\_\_\_\_ N/A \_\_\_\_\_  
Date

T.N. # \_\_\_\_\_ 94-06

Approval Date \_\_\_\_\_ 4-6-94

Supersedes T.N. # \_\_\_\_\_ 74-05  
ATTACHMENT A

Effective Date \_\_\_\_\_ 1-1-94  
ATTACHMENT 4.16-A  
Attachment #2  
Page 2

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, (UCA), Utah State Procurement Rules (Utah Administrative Code Rule R33), and related statutes which permit the Utah Department of Health, (Department), to purchase certain specified services, and other approved purchases for the Department.



2. CONTRACT JURISDICTION: The provisions of this Contract shall be governed by the laws of the State of Utah.
3. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the Department to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the Department except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the Department. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the Department for these contract services. Persons employed by the Department and acting under the direction of the Department shall not be deemed to be employees or agents of the Contractor.
4. HEALTH STANDARDS: The Contractor agrees to abide by the Utah Indoor Clean Air Act, ' ' 76-10-106, 108, & 109, UCA.
5. CONFLICT OF INTEREST: The Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, UCA.
6. RENEGOTIATION OR MODIFICATIONS: This Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by the parties hereto, and attached to the original signed copy of the contract.
7. INDEMNITY CLAUSE: Each party agrees to indemnify, save harmless, and release the other party, and all its officers, agents, volunteers and employees from and against any and all losses, damages, injuries, liabilities, suits and proceedings arising out of the performance of this Contract caused by the negligence of its officers, agents, volunteers, or employees.
8. AUDIT OF RECORDS: The Contractor agrees to allow federal and state auditors, and Department staff, access to all the records relating to this Contract for audit, inspection, and monitoring of services. Such access will be during normal business hours or by appointment.
9. RECORDS ADMINISTRATION: The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
10. TERMINATION: Unless otherwise stated in the Special Provisions, this Contract may be terminated, with or without cause by either party, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given to the other party. If required by a reduction in federal funding, or otherwise required by federal or state law, the amounts authorized in this Contract may be reduced or this Contract terminated upon 60 days notice. Upon termination of the Contract all accounts and payments will be processed according to the financial arrangements set forth herein for services rendered to the date of termination. If the Department terminates this Contract, the Contractor shall stop all work as specified in the notice of termination. The Department shall not be liable for work or services performed beyond the termination date.
11. SEPARABILITY CLAUSE: The declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract unless said provisions are mutually dependent.
12. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of the Civil Rights Act of 1964 (42 USC 2000e), Titles VI and VII which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex. 45 CFR 90 which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, Section 504, which prohibits discrimination on the basis of handicap, and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability. The Contractor also agrees to abide by Utah's Executive Order dated June 30, 1989, which prohibits sexual harassment in the workplace.
13. DEBARMENT: The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. If the Contractor cannot certify this statement a written explanation must be attached for review by the Department. The Contractor must also notify the Department if the Contractor has been debarred within the Contract period.

T.N. # 94-06

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Effective Date 1-1-94

SPECIAL PROVISIONS

## I. DHCF AGREES TO:

- A. Ensure through contract that applicants for Title XIX services, who are in need of rehabilitation services, are referred to the appropriate Office of Rehabilitation for those services.
- B. Provide Title XIX medical services to eligible individuals who are referred to Title XIX by Rehabilitation. These services will be in conformance with the Title XIX state plan.
- C. Assign a liaison to work with Rehabilitation in resolution of problems or concerns that arise related to this agreement.
- D. Notify providers of medical services of the cooperative efforts of both agencies, particularly for individuals under 21 in need of medical or remedial services.
- E. Provide to Rehabilitation, upon request, a listing of the names and number of individuals referred from Title XIX contractors. Said listing shall not be requested more frequently than semi-annually.

## II. REHABILITATION AGREES TO:

- A. Ensure that applicants for rehabilitation services, who are in need of Title XIX services, are referred to the appropriate office of the Department of Human Services (DHS) for those services.
- B. Provide appropriate rehabilitation services to eligible individuals who are referred to Rehabilitation by Title XIX agencies.
- C. Assign a liaison to work with DHCF in resolution of problems or concerns that arise related to this agreement.
- D. Provide to DHCF upon request, a listing of the names and number of individuals referred from Rehabilitation. Said listing shall not be requested more frequently than semi-annually.

## III. IT IS MUTUALLY AGREED THAT:

- A. This agreement may be terminated by either party by providing the other party with a written notice of the intent to terminate. Such notice must be delivered at least 30 days prior to the effective date of termination.

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